IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS
SPECIFICATION NO. 03-179

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

MOBILE CONCRETE DISPENSER

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, July 02, 2003**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

EQUIPMENT SPECIFICATIONS
MOBILE CONCRETE DISPENSER

1. INTENT

1.1 This Concrete Dispenser will be mounted on a 2004, 6x4 cab and chassis provided by the City of Lincoln, to the successful bidders location, specifically designed to meet all requirements of the Concrete Dispenser Manufacture and the City of Lincoln including but not limited to Engine, Transmission, GAWR, GVWR, WB, CT, AF and Frame requirements.

1.2 This bid will include providing, installing, testing, training and delivery of a complete Mobile Concrete Dispenser, ready for operation as more clearly described in the technical specifications.

1.3 The Concrete Dispenser shall be designed to carry concrete ingredients in their own compartments for proportioning, mixing and dispensing concrete to meet ASTM C 685 at a rates up to 30 cu. yd. per hour of 6 sack mix (564 lbs. / cu. yd. cement content).

1.4 As a minimum the Mobile Concrete Dispenser must be capable of 6 cu. yd. on site production of concrete as described in section 1.3 without the need to replenish any ingredients.

1.5 Complete unit must meet all Federal/State/Local and OSHA safety standards.

2. APPLICATION

2.1 This Mobile Concrete Dispenser will be utilized by The City of Lincoln Public Works and Utilities Department in street, curb, bridge and sidewalk maintenance and construction projects utilizing concrete mix designs as indicated in the attached “City of Lincoln Mix Design Specifications” form.

2.2 The primary mix designs utilized by The City of Lincoln require six (6) to eight (8) sack cement content per yard.

3. MODEL

3.1 Equipment being bid shall be new and of current model of proven performance under standard production by the manufacture. Equipment shall be furnished complete as regularly advertised and marketed, including all specified accessories, tools, manuals and special features. All standard equipment shall be provided even though such items may not be specifically mentioned in these specifications.

3.1.1 The following example models are provided solely to indicate the size, type and class of equipment requested:

3.1.1.1 Cemen Tech Model MCD6-100

3.1.1.2 Three “D” Industries Model SL6YDM

4. RESPONSIBILITY OF BIDDER

4.1 Responding bidders must supply the following information:

4.1.1 All cab and chassis requirements and recommendations for the Concrete Dispenser being provided.

4.1.2 Engineering quality 1/16 scale drawings of fully loaded operational Concrete Dispenser, as described in the base specification, installed on a typical conventional cab 6x4 cab and chassis (as described in 4.1.2.1) to include all pertinent dimensional information, weight distribution analysis and specific compartment and tank capacities.

4.1.2.1 BBC = 107", Axle Set-Back = 40", Front Axle Weight = 9465 lbs., Rear Axle Weight = 7079 lbs. CT ,WB & AF = Determined by body supplier.

4.1.3 List of recent sales of similar design Mobile Concrete Dispensers to include the company name, address, contact, telephone number, delivery date and equipment model.

4.1.4 List of all tests and certifications relevant to Volumetric Mixers, indicating the machines ability to accurately, efficiently and safely perform in this application.

5. BID AWARD CRITERIA

5.1 Conformance to the Equipment Specifications concerning the size, type and class of Concrete Dispenser offered, and the ability to provide specific equipment as indicated in the technical specifications.

5.2 Performance of like type equipment as determined through past experience and contact with current equipment users.

5.3 Bidders ability to provide product support (i.e. parts, service, training and technical support).

5.4 Performance assurance through industry standard tests and certifications provided.

5.5 Best overall value to The City of Lincoln.

5.6 Delivery schedule.

6. DELIVERY AND TRAINING

6.1 The successful bidder shall be responsible for the delivery of the Mobile Concrete Dispenser complete and ready for operation to include all manuals and accessory equipment as specified to the Fleet Services Garage, 901 North 6th Street, Lincoln, NE. on a prearranged date and time.

6.2 The successful bidder shall provide a minimum of 8 hours calibration, operation and maintenance training at a date and time to be determined by The City of Lincoln.

Meets Specs. Company Name_____

Yes No

7. AGGREGATE SYSTEM

___ ___ 7.1 V-type open top individual course and fine aggregate bins.

___ ___ 7.2 Bin sides to be at 45° with sloping sides to terminate in a vertical side which extends a minimum of 6" downward to the surface of the conveyor belt.

___ ___ 7.3 Full length adjustable ½" thick rubber guides, located on the bottom side of the aggregate bins to control material spillage.

___ ___ 7.4 Center bin divider to separate fine and course material.

___ ___ 7.5 Full length adjustable 1/4" thick rubber guide, located on the bottom side of the center bin divider to reduce mixing of materials.

___ ___ 7.6 Aggregate bin gate end to be constructed of 7 gauge corten steel.

___ ___ 7.7 Aggregate bins and center divider to be constructed of minimum 10 gauge corten steel.

___ ___ 7.8 Minimum struck capacities as follows:

___ ___ 7.8.1 Fine aggregate = 142 cu. ft.

___ ___ 7.8.2 Course aggregate = 62 cu. ft.

___ ___ 7.9 Four piston type pneumatic bin vibrators, two each on each aggregate bin to be provided.

___ ___ 7.10 Vibrator cycles controlled through mechanically actuated cam valves with individual bin vibrator shutoff valves.

(OR)

7. AGGREGATE SYSTEM

___ ___ 7.1 V-type open top individual course and fine aggregate bins.

___ ___ 7.2 Bin sides to be at 50° with sloping sides to terminate at the surface of the conveyor belt.

Meets Specs. Company Name_____

Yes No

___ ___ 7.3 Full length replaceable Hot Stock & Water 180 4-ply deflector, located at the bottom side of the aggregate bins to control spillage.

___ ___ 7.4 Center bin divider to separate fine and course material.

___ ___ 7.5 Full length replaceable Hot Stock & Water 180 4-ply deflector, located on the bottom side of the center bin divider to reduce mixing of materials.

___ ___ 7.6 Aggregate bin gate end to be constructed of 7 gauge corten steel.

___ ___ 7.7 Aggregate bins and center divider to be constructed of minimum 10 gauge corten steel.

___ ___ 7.8 Minimum struck capacities as follows:

___ ___ 7.8.1 Fine aggregate = 142 cu. ft.

___ ___ 7.8.2 Course aggregate = 62 cu. ft.

___ ___ 7.9 Four piston type pneumatic bin vibrators, two each on each aggregate bin to be provided.

___ ___ 7.10 Vibrator cycles controlled through mechanically actuated cam valves with individual bin vibrator shutoff valves.

8. CONVEYOR SYSTEM

___ ___ 8.1 Hydraulically powered and independently controlled.

___ ___ 8.2 Belt over roller chain design conveyor, minimum 18" wide.

___ ___ 8.3 Minimum 20,000 lb. tensile strength per strand conveyor chain (40,000 lb. total)

___ ___ 8.4 Maximum 4" space between crossbars.

___ ___ 8.5 Two ply, hot molded “A” section, vanner edge style conveyor belt, bolted to every other cross bar of the conveyor chain.

___ ___ 8.5.1 Belt construction to be minimum 3/16" top cover and 1/16" bottom.

___ ___ 8.6 Conveyor system to run full length under aggregate bins.

___ ___ 8.7 Automatic chain oiling system to be provided.

(OR)

8. CONVEYOR SYSTEM

___ ___ 8.1 Hydraulically powered and independently controlled.

___ ___ 8.2 Belt over roller chain design conveyor, minimum 24" wide.

___ ___ 8.3 Minimum 20,000 lb. tensile strength per strand conveyor chain (40,000 lb. total)

___ ___ 8.4 Maximum 4" space between cross members.

___ ___ 8.5 Three ply, industrial classification PIW 330 conveyor belt, bolted to every other cross bar of the conveyor chain.

___ ___ 8.5.1 Belt construction to be a minimum 3/16" top cover and 1/16" bottom.

___ ___ 8.6 Conveyor system to run full length under aggregate bins.

___ ___ 8.7 Automatic chain oiler system to be provided.

9. STRIKE OFF GATES

___ ___ 9.1 Individual aggregate strike off gates located at the discharge point of each bin.

___ ___ 9.2 Gate height adjustment to be controlled through independent positive drive rack and pinion system with position indicator.

___ ___ 9.3 Removable dust control shields from gates to the conveyor discharge point to be provided.

10. CEMENT SYSTEM

___ ___ 10.1 Top (silo) fill, water tight cement bin with a removable access hatch and bag breaking grate.

___ ___ 10.2 Cement bin to be constructed of 10 gauge mild steel, with a clear polycarbonate waterproof visual level site indicator.

Meets Specs. Company Name_____
Yes No

___ ___ 10.3 Minimum 60 cu. ft. bin capacity.
___ ___ 10.4 Automatic pneumatic bin vibrator with mechanical shut off to be provided.
___ ___ 10.5 Vibrator to cycle during normal operation of cement metering system.
___ ___ 10.6 Manually operated cement bin air defusion aeration system to be provided.
___ ___ 10.7 Auger type cement metering system, meeting ASTM C 685 and being accurate to + or - 1%
___ ___ 10.8 Metering of cement to be a positive, self cleaning screw feeder design with a clean out and inspection hatch.
___ ___ 10.9 Flowable fill system, which easily allows cement flow modification to 20% of normal shall be provided.
___ ___ 10.10 Lever operated, jaw clutch cement feeder system disconnect, to allow only aggregate discharge.
___ ___ 10.11 Complete cement feeder to be protected through a replaceable shear pin type system, to protect against catastrophic failure, due to hardened cement or foreign material.
___ ___ 10.12 Cement discharge to be through a boot system directly into mix auger, designed to reduce cement dust emissions.

11. <u>MIX AUGER</u>

___ ___ 11.1 Hydraulically power and independently controlled.
___ ___ 11.2 Hydraulic raise and swing with positive stow lock.
___ ___ 11.3 Mix auger must be capable of continuous production of a wide variety of mix designs from zero slump to high slump slurry mixes.
___ ___ 11.4 Hydraulic auger functions to include mix/discharge, reverse and stop.
___ ___ 11.5 Auger flight to be complete with replaceable bolt-on Ni-Hard steel (ASTM A532) steel wear blades of a minimum 500 BHN.
___ ___ 11.6 Non-adjustable flexible mix auger bottom boot with easy opening top cover for clean out and inspection.
11.7 Hydraulic power to both mix and position functions to be capably of:
___ ___ 11.7.1 Producing all mix designs as indicated in section 2.1. without loss of speed or power.
___ ___ 11.7.2 Raise and position the mix auger assembly, including all discharge chutes during normal concrete production operations.
___ ___ 11.8 Mixer assembly to maintain the same degree of inclination, with respect to the truck axis, throughout a minimum 170^{o} swing arch.
___ ___ 11.9 Mix auger to be capable of lowering to the ground for washout purposes.
11.10 Required discharge and extension chutes as follows:
___ ___ 11.10.1 One (1) ea. 3 ½ ft. permanently attached fold out chute.
___ ___ 11.10.2 Two (2) ea. 4 ft. removable chute extensions.
___ ___ 11.10.3 Easily accessible storage rack for chute extensions.
___ ___ 11.11 Operator controlled pneumatic mix auger bearing lubrication system.

12. <u>WATER MIX AND WASHUP SYSTEMS</u>

___ ___ 12.1 Minimum 300 gallon polypropylene water reservoir.
___ ___ 12.2 Steel reservoir cradle, mounted to unit main frame.
___ ___ 12.3 Water pump inlet to be flood design, with shut off valve.
___ ___ 12.4 Wire mesh “Y” or basket type suction strainer.
___ ___ 12.5 Provision for drain down and blowout of complete water system.
___ ___ 12.6 Water level indicator or read through tank.
12.7 Hydraulically driven centrifugal water pump to provide required water pressure and flow for both mix and cleanup processes as follows:
___ ___ 12.7.1 Minimum 4 g.p.m. @ 40 psi. for mixing process.

Meets Specs.
Yes No

Company Name_____

___ ___ 12.7.2 Minimum 4 g.p.m. @ adjustable 0 to100 psi. for cleanup process.
___ ___ 12.7.3 System to have adequate reserve capacity as to allow the use of cleanup water during mixing operation with no adverse affect on mix design or specification of desired product.
___ ___ 12.8 Cleanup system to incorporate a operator controlled pressure regulator, water pressure gauge, on/off mechanical valve and a self winding hose reel with 25' of 5/8" heavy duty hose and pistol grip nozzle.
12.9 Mixer water system to be complete as follows:
___ ___ 12.9.1 Flow meter, indicating GPM of water added.
___ ___ 12.9.2 Air operated quick acting water control valve, functioning in conjunction with the conveyor.
___ ___ 12.9.3 Override control, designed to allow flooding of the mixer for washup with the conveyor in the off position.
___ ___ 12.9.4 Flow to be controlled through mechanical ball valve.
___ ___ 12.10 Fill hose to be a minimum 30' of 11/2" diameter with City of Lincoln Fire Department female hose fitting and storage bracket.
___ ___ 12.10.1 Fill system to incorporate a anti-siphon device.

13. DMIX SYSTEMS

13.1 Low Flow system as follows:
___ ___ 13.1.1 Injection capability of 10 to 40 oz. of liquid admix with a viscosity of water.
___ ___ 13.1.2 Translucent 35 gallon plastic reservoir, with minimum 4" fill opening.
___ ___ 13.1.3 Transfer of admix to mixer to be through a 12 VDC pump, sized and designed to provide proper flow and pressure.
___ ___ 13.1.4 A ½" strainer to be incorporated into the system.
___ ___ 13.1.5 Injection rate flow meter with adjustable orifice.
___ ___ 13.1.6 Air operated quick admix control valve, functioning in conjunction with the conveyor.
___ ___ 13.1.7 Admix to be injected into water line.
___ ___ 13.1.8 Control system capable of on/off/auto and selectable flow.
13.2 High Flow system as follows:
___ ___ 13.2.1 Injection capability of 40 to 180 oz. of liquid admix with the viscosity of water.
___ ___ 13.2.2 Translucent 35 gallon plastic reservoir, with a minimum 4" fill opening.
___ ___ 13.2.3 Transfer of admix to mixer to be through a 12 VDC pump, sized and designed to provide proper flow and pressure.
___ ___ 13.2.4 A ½" strainer to be incorporated into the system.
___ ___ 13.2.5 Injection rate flow meter with adjustable orifice.
___ ___ 13.2.6 Air operated quick admix control valve, functioning in conjunction with the conveyor.
___ ___ 13.2.7 Admix to be injected into water line.
___ ___ 13.2.8 Control system capable of on/off/auto and selectable flow.

14. DRIVE SYSTEM

___ ___ 14.1 Transmission “Hot Shift” design Power Take Off.
___ ___ 14.2 PTO to power a sectional gear type hydraulic pump.
___ ___ 14.3 Pump over speed protection to be provided.
___ ___ 14.4 Minimum 50 gallon capacity hydraulic reservoir with service shutoff valve.
___ ___ 14.5 System protection provided through a reservoir fill screen,100 mesh suction strainer and a 10 micron spin-on type return line filter with restriction gauge.

Meets Specs. Company Name_____
Yes No

___ ___ 14.6 Hydraulic fittings to be JIC type.
___ ___ 14.7 Valving to be standard directional control type with independent adjustable relief valves.
___ ___ 14.8 All lines and hoses to be securely fastened in a neat and professional manner.
___ ___ 14.9 Hydraulic system shall be designed to properly function in an ambient temperature range of 20^{o} to 100^{o} F.

15. CONTROLS AND METERS

15.1 Rear control station to be neatly organized and include the following:

___ ___ 15.1.1 Mixer control.
___ ___ 15.1.2 Conveyor control.
___ ___ 15.1.3 Mixer hoist and swing.
___ ___ 15.1.4a Mixer stow lock control.
___ ___ 15.1.4 b Water system control switch.
___ ___ 15.1.5 Water meter with course and fine adjusters.
___ ___ 15.1.6 High flow meter and flow selector.
___ ___ 15.1.7 Low flow meter and flow selector.
___ ___ 15.1.8 Conveyor circuit hydraulic pressure gauge.
___ ___ 15.1.9 Mixer circuit pressure gauge.
___ ___ 15.1.10 Mixer hoist/swing circuit pressure gauge.
___ ___ 15.1.11 Resettable counter, to indicate amount of concrete produced.

16. LIGHTING AND ELECTRICAL SYSTEM

___ ___ 16.1 Lighting must meet F.M.V.S.S 108.
___ ___ 16.2 All clearance, side marker and rear identification markers required to meet 108 Standards to be Truck Lite LED type lights and Truck Lite 50 series harness.
___ ___ 16.3 Factory chassis stop/tail/turn lights to be replaced with Truck Lite LED type lights and repositioned as necessary.
___ ___ 16.4 Whelen Model DOT3-202D lighting system (no exception).
___ ___ 16.5 Whelen DOT3-6HBG strobe head with branch guard, mounted at front center of body.
___ ___ 16.6 Whelen DOT3-200D light assemblies, mounted on outside rear corners of the cement bin.
___ ___ 16.7 Whelen ISP94 strobe light power supply mounted behind the drivers seat.
___ ___ 16.8 Independent front and rear strobe light switches, capable of high/low/off.
___ ___ 16.9 Heavy-duty corrosion resistant TPR jacketed cable set with “Deutsch” water proof connectors.
___ ___ 16.10 Strobe lenses to be amber.
___ ___ 16.11 Electrical components and wiring associated with the Concrete Dispenser to be weather resistant design.
___ ___ 16.12 Wire splices shall be limited as much as possible with required splices being solder and heat shrink type connections.

17. MISCELLANEOUS EQUIPMENT

___ ___ 17.1 Cement bin access ladder.
___ ___ 17.2 Air system water trap and line oiler(s).
___ ___ 17.3 Mechanical wind air hose reel with 25' of 3/8" heavy-duty air hose.
___ ___ 17.4 Minimum 14 gauge steel tread plate rear fenders with mud flaps.

Meets Specs.
Yes No

Company Name_____

18. PAINTING

___ ___ 18.1 Finish paint coat shall be white in color to match cab.

___ ___ 18.2 Pre-paint preparation to meet industry standards with product application satisfying requirement as described on Product Data Sheet.

___ ___ 18.3 Final coat to be DuPont Imron polyurethane enamel with application to meet all requirements as described in the Product Data Sheet.

19. MANUALS

___ ___ 19.1 Two (2) service manuals.

___ ___ 19.2 Two (2) parts manuals.

___ ___ 19.3 Two (2) operator manuals.

20. WARRANTY

___ ___ 20.1 The manufactures standard warranty shall apply, with a minimum term required by the City of Lincoln of 12 months from date of acceptance.

___ ___ 20.2 Please include all warranty details and information with the bid proposal.

21. OPTIONS (Please price each separately)

___ ___ 21.1 Creeper system, designed to allow truck movement during mixing operation as follows:

___ ___ 21.1.1 Split shaft design, powering drive line gear box through dual hydraulic motors in creep mode.

___ ___ 21.1.2a Minimum 13,000 ft. lb. torque rating gear box.

___ ___ 21.1.3a Air actuated engagement and pressure lubrication system.

___ ___ 21.1.2b Auto neutral feature when shifted to creep mode.

___ ___ 21.1.3b Creep control for engagement/forward/neutral/reverse located at rear operator station.

___ ___ 21.1.4 Remote park brake control at rear operator station.

___ ___ 21.2 Digital ticket printer with display and print capabilities as follows:

___ ___ 21.2.1 Weather proof display and control module located at rear operators station.

___ ___ 21.2.2 In-cab ticket printer.

___ ___ 21.2.3 Programable mix design settings (30 available).

___ ___ 21.2.4 Two selectable modes, rounding up in 1/4 increments of display or accuracy to the hundredth.

___ ___ 21.2.5 View concrete, cement, sand and stone as they are accumulated.

___ ___ 21.2.6 View proper gate settings for selected mix design.

___ ___ 21.2.7 Print ticket as required, with the following information:

___ ___ 21.2.7.1 Company name.

___ ___ 21.2.7.2 Company phone number.

___ ___ 21.2.7.3 Truck number.

___ ___ 21.2.7.4 Date and time.

___ ___ 21.2.7.5 Ticket number.

___ ___ 21.2.7.6 Amount of materials used and concrete produced.

___ ___ 21.2.7.7 Capable of printing calibration information.

___ ___ 21.3 Wireless FM remote system, to control the following:

___ ___ 21.3.1 Minimum range to be 30'.

___ ___ 21.3.2 Mix auger, mix-discharge/stop/reverse.

___ ___ 21.3.3 Mix auger, raise/lower/swing.

___ ___ 21.3.4 Conveyor on/off.

___ ___ 21.4 Dual belt conveyor system in lieu of single belt as specified in item # 8.

___ ___ 21.4.1 All other specifications to remain the same.

___ ___ 21.5 Pneumatic cement fill inlet for filling cement bin from pumper truck or other air transfer system.

___ ___ 21.5.1 All other specifications to remain the same.

22. TRADE-ALLOWANCE

22.1 Terms and Conditions

22.1.1 Trade-ins are offered on a as-is, where-is basis; and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.

22.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the City premises.

22.1.3 Bids conditioned upon the acceptance by the City of any or all trade-in allowances will not be considered.

22.1.4 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to trade-in allowances.

22.2 Equipment List

22.2.1 City of Lincoln Equipment # 37024- 1989 International Model 2554
S/N 1HTGC23TXLH240245
Cemen Tech Model MCD100H
S/N 7MCD30254HC
(Approximately 10,000 hrs. usage)

22.3 Equipment Inspection

22.3.1 Bidders shall contact Jim Chiles, Phone(402)441-4941 to arrange inspection of equipment offered as trade.

22.3.2 Maintenance history records are available upon request.

Company Name_____

PROPOSAL
SPECIFICATION NO. 03-179
Mobile Concrete Dispenser
BID OPENING TIME: 12:00 NOON
DATE: July 02, 2003

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers_____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Mobile Concrete Dispenser Manufacturer _____Model_____	1 Each	$_____	$_____
2.	Option: Creeper System as Specified in 21.1	Each	$_____	$_____
3.	Option: Digital ticket printer as Specified 21.2	Each	$_____	$_____
4.	Option: Wireless FM Remote System as Specified in 21.4	Each	$_____	$_____
5.	Option: Pneumatic cement fill inlet as Specified in 21.5	Each	$_____	$_____
6.	Trade in Allowance	Subtract	$_____	$_____

NO BID SECURITY REQUIRED

AFFIRMATIVE ACTION PROGRAM:
Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE: **SEALED BID FOR SPEC. 03-179**

COMPANY NAME	BY (Signature)
STREET ADDRESS or P.O. BOX	(Print Name)
CITY, STATE ZIP CODE	(Title)
TELEPHONE No. FAX No.	(Date)
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	ESTIMATED DELIVERY DAYS
TERMS OF PAYMENT	E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

CEMENT METER PER SACK

COUNT = 41.7
TIME = 20.0

L3500 (47B,L-6)

MATERIAL	WEIGHT	PERCENT	SETTING	COUNT/YD.
SAND	347	70%	13.0	
ROCK	149	30%	3.1	
CEMENT				249.9

L4000 (L-6.5)

MATERIAL	WEIGHT	PERCENT	SETTING	COUNT/YD.
SAND	315	70%	12.1	
ROCK	135	30%	2.8	
CEMENT				270.8

L4500 (47BD,L-7)

MATERIAL	WEIGHT	PERCENT	SETTING	COUNT/YD.
SAND	288	70%	11.3	
ROCK	124	30%	2.5	
CEMENT				291.6

L-5500 (L-8)

MATERIAL	WEIGHT	PERCENT	SETTING	COUNT/YD.
SAND	243	70%	10.0	
ROCK	104	30%	2.0	
CEMENT				333.2

L-6000 (L-8.5)

MATERIAL	WEIGHT	PERCENT	SETTING	COUNT/YD.
SAND	225	70%	9.6	
ROCK	97	30%	1.8	
CEMENT				354.1

LC-3500 (LC-6)

MATERIAL	WEIGHT	PERCENT	SETTING	COUNT/YD.
SAND	382	76%	13.9	
ROCK	121	24%	2.4	
CEMENT				249.9

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.

1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.

1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.

1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.

1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.

1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.

2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.

2.4 Bid security will be returned to the successful bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.

2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.

2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.

2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).

3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.

5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.

7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.

7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.

8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.

10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

11.2 Such demonstration can be at the City delivery location or a surrounding community.

11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).

11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.

12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

13.1 Copies of the following documents must accompany the bid proposal for all items being bid:

13.1.1 Manufacturer's warranties and/or guarantees.

13.1.2 Bidder's maintenance policies and associated costs.

13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a “year category” shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

14.2 Material delivered under thisproposal shall remain the property of the bidder until:

14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and

14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.

14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.

15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.